

# **EXHIBIT A**

**SETTLEMENT AGREEMENT AND RELEASE**

This Settlement Agreement and Release (the "Settlement Agreement") is made and entered into by and between TRINIDAD VARGAS ("Claimant" or "Plaintiff"), and PIER 59 STUDIOS L.P. and FEDERICO PIGNATELLI (collectively, the "Company" or "Defendants") as of January 16, 2020.

**RECITALS**

- A. WHEREAS, on or about November 7, 2018, Claimant filed an action (the "Action") against the Company, alleging: that the Company failed to pay Claimant certain wages due, including overtime compensation, in violation of the Fair Labor Standards Act ("FLSA") and the New York Labor Law ("NYLL"); that she was discriminated against in violation of the federal and New York Equal Pay Acts ("EPA"); and that she was discriminated against, subject to a hostile work environment and retaliated against in violation of the New York State Human Rights Law ("NYSHRL") and the New York City Human Rights Law ("NYCHRL"). The aforementioned Action is currently pending in the United States District Court, Southern District of New York, Case No. 1:18-cv-10357-VSB-GWG;
- B. WHEREAS, Defendants deny such allegations and contend that Claimant was paid all wages due and owing, and further contends that it did not engage in any wrongful or discriminatory employment practices;
- C. WHEREAS, Defendants admit no wrongdoing nor any liability with respect to Claimant's allegations;
- D. WHEREAS, the Agreement is subject to the review and approval of the Court, pursuant to *Cheeks v. Freeport Pancake House, Inc.*, 796 F.3d 199 (2d Cir. 2015);
- E. WHEREAS, the Parties shall submit to the Court a joint statement explaining the basis for the proposed Settlement;
- F. WHEREAS, the Agreement is contingent on the Court's approval of the Settlement; and
- G. WHEREAS, Plaintiff and Defendants ("Settling Parties"), in good faith, have agreed to avoid the time, expense and effort of engaging in further litigation by resolving all of their disputes by entering into this Agreement:

**AGREEMENT**

1. Consideration. The Settling Parties are entering into this Settlement Agreement in exchange for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged. Claimant agrees that she will not seek any further consideration from Defendants, including any monetary payments, beyond that set forth in Paragraph 2 of this Settlement Agreement.

2. Settlement Compensation.

Defendants agree to pay Claimant the settlement amount of Twenty-Five Thousand Dollars (\$25,000.00) (the "Settlement Amount"), as follows:

Within thirty (30) days after court approval of this Settlement Agreement, the Company shall deliver to Lee Litigation Group, PLLC, 148 W. 24<sup>th</sup> Street, Eighth Floor, New York, NY 10011, the following:

- i. One check made payable to "Trinidad Vargas" in the amount of Eight Thousand Dollars (\$8,000.00) less applicable taxes and withholdings.
- ii. One check made payable to "Trinidad Vargas" in the amount of Eight Thousand Dollars (\$8,000.00) representing liquidated damages.
- iii. One check made payable to "Lee Litigation Group, PLLC" in the amount of Nine Thousand Dollars (\$9,000.00) as attorneys for Plaintiff.

No other monies or fees are owed to Plaintiff or their counsel.

3. Release and Covenant Not To Sue. For and in consideration of the payment provided for in Section 2 of this Agreement, subject to the terms and provisions of this Agreement, Plaintiff hereby irrevocably and unconditionally releases from and forever discharges and covenant not to sue Defendants, and for each of them, their heirs, successors, assigns, affiliates, parent organizations, subsidiaries, directors, owners, shareholders, members, agents, attorneys, legal representatives and managers any and all charges, complaints, claims, causes of action, suits, debts, liens, contracts, rights, demands, controversies, losses, costs and or expenses, including legal fees and any other liabilities of any kind or nature whatsoever, known or unknown, suspected or unsuspected, whether fixed or contingent (hereinafter referred to as "claim" or "claims") which Plaintiff has, had, claims or claimed to have against Defendants relating specifically to the claims in the Action that have occurred as of the Effective Date of this Agreement. Similarly, Defendants release and discharge Plaintiff from any and all known claims, and liabilities of any kind that they have, had or claimed to have against Plaintiff relating specifically to the claims in the Action that have occurred as of the Effective Date of this Agreement.

4. Release Notification. Plaintiff understands and agrees that she has been advised to consult with her own attorney before signing this Agreement, and that he has done so by consulting C.K. Lee of Lee Litigation Group, PLLC.

5. Dismissal of Actions: Upon the execution of this Settlement Agreement, counsel for both parties agree to execute a Stipulation of Dismissal with Prejudice, annexed hereto as **Exhibit A.**

6. Cooperation. Claimant and Defendants mutually agree that they will not disparage each other and will say or do nothing to bring discredit upon the other. This paragraph, though, shall not be interpreted to prevent either party from making truthful statements concerning the claims and defenses asserted in this action.

7. Third Parties. No portion of this Agreement shall provide any rights to, or be enforceable in any forum by, any person or entity that is not a party to this Agreement.
8. Governing Law and Interpretation. This Agreement shall be governed and conformed in accordance with the laws of the State of New York without regard to its conflict of laws provision. In the event of a breach of any provision of this Agreement, either Party may institute an action specifically to enforce any term or terms of this Agreement and/or to seek any damages for breach.
9. Jurisdiction. The Settling Parties consent that the federal court district where the Action was originally filed will retain jurisdiction over any question or dispute arising out of or pursuant to this Settlement Agreement.
10. Nonadmission of Wrongdoing. This Agreement and compliance with this Agreement shall not be construed as an admission by Defendants of any liability whatsoever, or of any violation of any statute, regulation, duty, contract, right or order.
11. Amendment. This Agreement may not be modified, altered or changed except in writing and signed by both Parties wherein specific reference is made to this Agreement.
12. Enforceability: If any provision of this Agreement is held to be illegal, void, or unenforceable, such provision shall be of no force or effect. However, the illegality or unenforceability of such provision shall have no effect upon, and shall not impair the legality or enforceability of, any other provision of this Agreement, provided, however, that upon any finding by a court of competent jurisdiction that a release or waiver of claims or rights or a covenant set forth herein is illegal, void or unenforceable, Plaintiffs agree to promptly execute a release, waiver and/or covenant that is legal and enforceable.
13. Entire Agreement. This Settlement Agreement constitutes the complete understanding of the Settling Parties. No other promises or agreements shall be binding unless agreed to in writing and signed by the Settling Parties.
14. Counterparts. This Agreement may be executed in any number of counterparts, each of which so executed shall be deemed an original, and such counterparts will together constitute but one Agreement. Any signature made and transmitted by facsimile or email for the purpose of executing this Agreement shall be deemed an original signature for purposes of this Agreement and shall be binding upon the Party who transmits the signature page by facsimile or email.
15. Notices. For the purposes of this Agreement, the parties hereby agree that any notices, correspondence, communications and payments shall be directed as follows:


For Plaintiff: C.K. Lee, Esq., Lee Litigation Group, PLLC, 148 West 24<sup>th</sup> Street, Eighth Floor, New York, New York 10011.

For Defendants: Howard M. Miller, Esq., Bond, Schoeneck & King, PLLC, 1010 Franklin Avenue, Suite 200, Garden City, New York 11530.

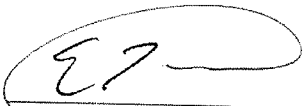
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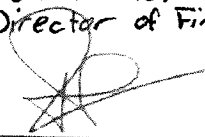
IN WITNESS THEREOF, the Settling Parties hereto evidence their agreement by their signature below.

PLAINTIFF:

By:  Date: 1/13/20  
TRINIDAD VARGAS

DEFENDANTS:

By:  Date: 1/16/2020  
PIER 59 STUDIOS L.P.  
Name: Eric Fleisher  
Title: Director of Finance

By:  Date: 1/16/2020  
FEDERICO PIGNATELLI

# **EXHIBIT A**

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

----- X  
TRINIDAD VARGAS,  
*on behalf of herself, FLSA Collective Plaintiffs and the Class,*

Plaintiff,

-against-

PIER 59 STUDIOS L.P., and FEDERICO  
PIGNATELLI,

Defendants.

**STIPULATION & ORDER**  
**OF DISMISSAL**

Index No. 18-CV-10357  
(VSB)(GWG)

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**IT IS HEREBY STIPULATED AND AGREED**, by and between the undersigned counsel of record for Plaintiff and Defendants that any and all claims asserted by Plaintiff in the above entitled action are hereby discontinued and dismissed, with prejudice, as against Defendants, without costs or attorneys' fees to any party as against another.

Dated: January \_\_, 2020  
New York, NY

Dated: January \_\_, 2020  
New York, NY

\_\_\_\_\_  
C.K. Lee, Esq.

Lee Litigation Group, PLLC  
148 West 24<sup>th</sup> Street, Eighth Floor  
New York, NY 10011  
P: (212) 465-1188  
F: (212) 465-1181

*Attorneys for Plaintiff*

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Howard M. Miller, Esq.

Bond Schoeneck & King PLLC  
1010 Franklin Avenue Suite 200  
Garden City, NY 11530  
P: (516)-267-6300  
F: (516)-267-6301

*Attorneys for Defendants*

SO ORDERED: